

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

In re:

East Coast TVs Inc., et al.,

Debtors.

Chapter 11

Case No. 18-40765 (ESS)

(Jointly Administered)

**STIPULATION AND AGREED ORDER BETWEEN
DEBTORS AND AM TRANSPORTATION LOGISTICS INC.**

WHEREAS, the Debtors commenced the above-captioned cases on February 9, 2018;

WHEREAS, AM Transportation Logistics Inc. (“AM Carrier”) was the primary carrier utilized by the Debtors to deliver merchandise to customers;

WHEREAS, the Debtors and AM Carrier agree that AM Carrier has a valid prepetition claim in the amount of \$52,000 (“AM Claim”) and a possessory lien on merchandise that it was delivering to customers on behalf of the Debtors or returning to the Debtors as of the petition date (“Merchandise”), comprised principally of televisions;

WHEREAS, on February 16, 2018, this Court entered an order, inter alia, authorizing the Debtors to pay up to \$7,500 towards satisfaction of the AM Claim;

WHEREAS, the Debtors subsequently moved for an order, inter alia, directing turnover of the Merchandise, and AM Carrier has cross-moved for adequate protection (the “Motions”);

WHEREAS, to resolve the pending motions and the AM Claim,

(a) the Debtors have agreed to relinquish, and AM Carrier has agreed to accept, thirty-nine televisions included among the Merchandise that have an agreed wholesale cost of \$65,700 and which are identified on the annexed Schedule A (“Retained Merchandise”), with the understanding and expectation that AM Carrier may sell the Retained Merchandise at approximately 80% of their total wholesale value; and

(b) AM Carrier has agreed to return the balance of the Merchandise presently in its possession which are identified on the annexed Schedule B (“Return Merchandise”) to the Debtors without further cost to the Debtors.

WHEREAS, the Debtors contend that it needs to have the Return Goods Merchandise timely returned to them in order for them to further conduct its business in the ordinary course, and that the Debtors are in a very perilous state with its customers, and that with Given the timely receipt of the Return Goods Merchandise the Debtor expects that it will be able to sell the goods to its current customers or to new ones.

NOW THEREFORE, the parties hereby agree, subject to this Stipulation and Agreed Order being so ordered by this Court, as follows:

1. The Debtors hereby agree to relinquish, and AM Carrier hereby agrees to accept, the Retained Merchandise, in full and final satisfaction of the AM Claim. The Debtors shall have no entitlement to any portion of the sale proceeds realized by AM Carrier from the sale of the Retained Merchandise.
2. AM Carrier shall promptly deliver the Return Merchandise to the Debtors without further cost to the Debtors. AM Carrier shall to deliver no less than one-half of the Return Merchandise within twenty-one days from the date this Stipulation and Agreed Order is so ordered and all of the Return Merchandise within three months from the date this Stipulation and Agreed Order is so ordered.
3. The parties shall withdraw their respective Motions.

Agreed to this 8th day of March, 2018.

OLSHAN FROME & WOLOSKY LLP

/s/ Michael S. Fox
Michael S. Fox
1325 Avenue of the Americas
New York, New York 10019
(212) 451-2300

Counsel for the Debtors

GULKOSCHWED LLP

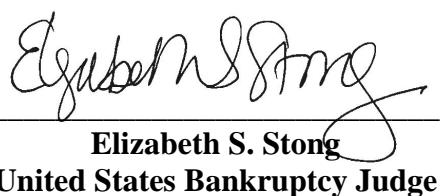
/s/ Steven Gitelis
Steven Gitelis
44 Wall Street, 2nd Floor
New York, New York 10005
(212) 500-1312

Counsel for AM Transportation Logistics Inc.

It is SO ORDERED.

Dated: Brooklyn, New York
March 15, 2018




Elizabeth S. Stong
United States Bankruptcy Judge

SCHEDULE A
RETAINED MERCHANDISE

Order	Model	Hub	Wholesale
JA534814	63004001	CA	\$1,375
JA531784	75X940E	CA	\$3,050
JA535633	7170001	FL	\$1,275
EC112788	7470001	FL	\$1,475
JA533881	65Q9FAM	GA	\$2,100
JA534802	75SJ8570	GA	\$1,650
JA535936	55C7P	IA	\$1,275
JA535984	7170001	NC	\$1,275
JA534833	7170001	NCA	\$1,275
JA535959	75X940E	NCA	\$3,050
JA528983R	75SJ8570	CA	\$1,650
JA534388R	75SJ8570	CA	\$1,650
JA535941	OLED55C7PUS	CA	\$1,275
JA528775R	QN75Q7FAM	CA	\$2,875
JA527848R	QN75Q7FAMF	CA	\$2,875
JA533910R	UN65MU8500	CA	\$1,150
JA533097	UN75MU6300FXZA	CA	\$1,600
EC112814R	XBR75X940E	CA	\$3,050
JA533316R	82MU8000	CA	\$2,900
JA535557R	65Q9FAM	IA	\$2,100
JA531544R	UN75MU8000	IA	\$2,100
JA533746BR	XBR85X850D	NCA	\$3,500
EC112393R	XBR75X900E	OH	\$2,450
JA536001	OLED55C7PUS	OH	\$1,275
JA534934R	QN75Q8C	OH	\$3,125
EC112016R	PRO665RSIBPSS	OOA	\$2,000
JA532469	65MU9000	OOACO	\$1,325
JA532469	75MU9000	OOACO	\$2,325
ja529037r	55B7BA	TX	\$1,175
JA534634	75X940E	TX	\$3,050
JA533451R	OLED55B7P	TX	\$1,175
JA529800R	OLED55B7A	TX	\$1,175
JA526780R	QN65Q9F	CA	\$2,100

SCHEDULE B
RETURN MERCHANDISE

Order	Model	Hub	Wholesale
JA535580	65LS003	CA	\$2,050
JA536182	65LS003	CA	\$2,050
JA535878	86SJ9570	CA	\$3,500
JA535055	65C7P	CO	\$1,800
JA535182	65LS003	FL	\$2,050
JA534802	47UJ6300	GA	\$375
JA535916	55B7	GA	\$1,175
JA535241	65C7P	GA	\$1,800
JA535793	65C7P	GA	\$1,800
JA529999	65MU8000	GA	\$1,100
JA536073	75UJ6470	GA	\$1,450
JA528390	65C7P	IA	\$1,800
JA535854	65C7P	IA	\$1,800
JA535133	65MU8000	IA	\$1,100
JA536241	75UJ6470	IA	\$1,450
JA531184	82MU8000	IA	\$2,900
JA535566	82MU8000	IA	\$2,900
JA528129B	75X900E	NC	\$2,450
JA531391	67004001	NCA	\$1,100
JA535126	55C7P	NCA	\$1,275
JA535392	55E7P	NCA	\$1,475
JA535073	75UJ6470	NCA	\$1,450
JA535158	75X850E	NCA	\$1,850
JA536131	OLED65C7PUS	NJ	\$1,800
JA533915	65SJ8500	OH	\$1,000
JA534819	82MU8000	OH	\$2,900
JA530903	82MU8000	TX	\$2,900
JA535509	82MU8000	TX	\$2,900
JA529259	86SJ9570	TX	\$3,500
JA522127R1	UN75J6300	FL	\$1,500
JA531980R	XBR75X940E	FL	\$3,050
JA535423R	OLED65C7PUS	GA	\$1,800
JA535629R	QN75Q7FAM	GA	\$2,875
JA528388R	ZCVRB3622N	NCA	\$1,000
JA534159R	7270001	TX	\$1,375
JA535900	65MU8000	TX	\$1,100

EC112639	65X900E	TX	\$1,400
JA535582R	75UJ6470	TX	\$1,450
JA534055	QN65Q7	TX	\$1,850
JA524329R	UN55MU7100	TX	\$700
JA532735	55LS003	CA	\$1,500
JA535563	7170001	NCA	\$1,275
JA535824	7170001	NCA	\$1,275
JA533252	65LS003	FL	\$2,050
JA530797R	UN65LS003	IA	\$2,050
JA534634	65LS003	TX	\$2,050